

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF 1 8
1. REQUEST NO. SRP380-13-Q-0385	2. DATE ISSUED 9/10/13	3. REQUISITION/PURCHASE REQUEST NO. PR2788106	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY U.S. EMBASSY MANILA / GSO-C&P			6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				
NAME		TELEPHONE NUMBER		
CARLOS MEJIAS / NOEL OCAMPO		AREA CODE 632	NUMBER 3012000	
7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)				
9. DESTINATION				
a. NAME OF CONSIGNEE				
8. TO:			b. STREET ADDRESS	
a. NAME		b. COMPANY		
c. STREET ADDRESS			c. CITY	
d. CITY		e. STATE	f. ZIP CODE	d. STATE e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 9/19/13		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	<p>Replacement of Water Cooled Chiller Aircondition Systems at 5A Lawton, Essensa Towers, Fort Bonifacio, Taguig City with two (2) 6HP Direct Expansion Multiple Type Inverter Series Evaporator Units; in accordance with the attached Scope of Work</p> <p>A site visit will be held on September 11, 2013; 9:30 a.m. at the Essensa Lawton Tower lobby. Please contact Mr. Carlos Mejias at 301-2707 or e-mail MejiasCL@state.gov should you be interested in attending the meeting.</p> <p>The attached FAR/DOSAR clauses will form part of the resultant order.</p>	1	lo		0.00

APPROVALS:

NAGO/CSM: _____

CO: _____

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY					
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

Replacement of water-cooled McQuay Aircon at Essensa Towers

Date : August 23, 2013

PROJECT : Replacement of Airconditioning Systems
SITE : 5A Lawton, Essensa Towers, Fort Bonifacio, Makati City

SCOPE OF WORK

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION: The contractor shall furnish all required personnel, tools of trade, equipment, materials, transportation, delivery and a foreman who will stay at the job site every work day throughout the progress of the project in connection with the Replacement of water cooled chiller air-conditioning systems serving 5A Lawton, Essensa Towers, Fort Bonifacio, Makati City, with two (2) 6-HP direct expansion multiple type inverter series evaporator units.

1.2 EXECUTION

1.2.1 Civil and metal Works

- a) Remove the old water heater at the Kitchen terrace.
- b) Clear the space with any obstructions such as metal studs, conduit, water piping, etc.
- c) Remove existing transom and replace it with louvered transom with ducting that will serve as the fresh air inlet to cool the condensing unit.

1.2.2 Electrical

- a) Provide new electrical conduit.
- b) A dedicated circuit should be run from the electrical panel board.
- c) Provide circuit protections for the two (2) 6-HP aircon units. Circuit protection shall be in compliance with the airconditioning unit's manufacturer's recommendation.
- d) Conductor shall be rated as the size of the recommended circuit protections.
- e) Wiring shall be in accordance with local electrical code of the Philippines.
- f) Wiring to follow color coding. Red, black and blue for line to line, white for neutral and green colored wiring is for the grounding.

1.2.3 Mechanical

- a) Relocate and install new hot water heater to the area of AHU serving the Living and Dining room.

Replacement of water-cooled McQuay Aircon at Essensa Towers

- b) Installation of the aircon units in the kitchen terrace shall be in phases to minimize cooling interruption during the installation process.
- c) Phase 1 will cover the replacement of aircon units at Living, Dining room and kitchen area and for Phase 2 will cover all the bedrooms.
- d) Old chiller will stay in operation until such time that all the fan cooling unit inside the residence has been replaced.
- e) Airconditioning units specs are the following:
 - e.1) 6-HP airconditioning capacity with three multiple type evaporator for common areas. Common areas evaporators capacity are: 2- 2.55-hp and 1- 1.86 hp, Samsung brand or approve equivalent.
 - e.2) 6-HP airconditioning capacity with three multiple type evaporator for bedroom areas. Evaporators capacity are: 1- 2.55-hp, 1- 2.14-hp and 1- 1.86 hp, Samsung brand or approve equivalent.

1.3 PERSONNEL

- 1.3.1 The Contractor shall provide sufficient personnel possessing the skills and knowledge to perform the work required of this project.
- 1.3.2 Immediately on commencement of work, the Contractor shall assign onsite a knowledgeable project supervisor who shall be responsible for the overall management and coordination of this contract, receive instructions from the COR, resolve problems and with authority to act for the Contractor.

1.4 QUALITY CONTROL

- 1.4.1 All work shall be done in favorable weather conditions or the work shall be suitably protected from the weather.
- 1.4.2 All damages inflicted on the existing surrounding structures and property resulting from the performance of this project must be repaired or restored to its original condition at the Contractor's expense.
- 1.3.3 Liquidated damages of Php 4,569.48 shall be assessed for each day the work remains incomplete beyond the work deadline.
- 1.3.1 The contractor shall guarantee workmanship for one (1) year determined from the date of final acceptance.

1.5. General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, board form property damage, personnel injury)

1.5.1 Bodily Injury stated in Philippine Peso:

Per Occurrence	Php 20, 000.00
Cumulative	Php100, 000.00

1.5.2 Property damage stated in Philippine Peso:

Replacement of water-cooled McQuay Aircon at Essensa Towers

Per Occurrence Php 20, 000.00
Cumulative Php100, 000.00

1.6 WORKING HOURS

- 1.6.1 Working hours shall be from 0800 hours to 1700 hours, from Monday thru Saturday.
- 1.6.2 Request for Sunday and holidays and after office hours of work shall be submitted to the COR at least two (2) days in advance for the approval of the Security Office.

1.7 PROHIBITIONS

- 1.7.1 Smoking is strictly prohibited at the work site. A smoking area will be assigned.
- 1.7.2 Contractor's personnel are to use only proper toilet facilities. Urinating on walls, plants, trees, grass and other areas is strictly prohibited. Violator shall be permanently removed from the compound. Contractor shall provide commercial portable toilet.

1.8 SECURITY

- 1.8.1 Contractor's personnel must stay within the working site and not wander around the adjacent areas not covered under this scope of work.
- 1.8.2 Contractor's workers are prohibited to stay inside the work area after each day's work.

1.9 GOVERNMENT-FURNISHED MATERIALS, PROPERTY AND SERVICES

- 1.9.1 Electric power and water required for this project shall be supplied. The Contractor is responsible for all connections and extensions to the work area.
- 1.9.2 The project shall be monitored and inspected by the COR and/or his assigned project inspector upon whose approval the work will be accepted.
- 1.9.3 The COR shall designate the area where the contractor can store the materials to be used in this project. Temporary storage which shall be kept clean, orderly and secure at all times. Contractor's personnel are not allowed to roam around the premises during work hours or stay after each day's work.

2.0 CONTRACTOR-FURNISHED MATERIALS / ITEMS MATERIALS

Replacement of water-cooled McQuay Aircon at Essensa Towers

- 2.0.1 The contractor shall provide all labor, and supplies to perform the services required in this contract.
- 2.0.2 New water heater same size as the existing.
- 2.0.3 6-hp inverter type multiple type evaporator airconditioning units.
- 2.0.4 The contractor shall put up temporary barriers or yellow caution tapes to keep away people from work site.
- 2.0.5 The Contractor shall submit sample board of all materials for approval of the COR. Materials and equipment incorporated in the work shall match the approved samples.

2.1 EQUIPMENT & TOOLS

- 2.1.1 The Contractor shall furnish all tools and special equipment to perform section 1.1.
- 2.1.2 All temporary connections to existing utility lines will be made by the Contractor. The Contractor shall enforce strict utilities conservation practices.

2.2 SPECIFIC TASKS

- 2.1.1 The contractor guarantees to complete the work within **FOURTEEN (14)** working days from the date of Notice to Proceed.
- 2.1.2 The Contractor shall and submit to the COR or GTM a "Daily Log Sheet", completed daily. Data to be reported includes data on workers by classification, the move-on and move-off of construction equipment furnished by the prime and subcontractor or furnished by the Government, and materials and equipment delivered to the site.

2.3 CLEANING TASKS

- 2.3.1 The contractor shall continuously, during the progress of the work, remove and dispose of dirt and debris and keep work area clean, neat and orderly and in such order as to prevent safety hazards. Debris shall be collected and removed from the job-site daily.
- 2.3.2 Domestic rubbish containers on the premises shall not be utilized by the Contractor for storage or disposal of construction rubbish

2.4 SAFETY

- 2.4.1 The project safety, in all respects, is the sole responsibility of the Contractor.
- 2.4.2 The Contractor shall comply with the U.S. OSHA (Occupational Safety and Health Administration) and Local Safety and Health Requirements, and shall assume full responsibility and liability for compliance with all other applicable standards and regulations pertaining to accident

Replacement of water-cooled McQuay Aircon at Essensa Towers

prevention, life, health, and safety of personnel, as well as preventing damage to materials, supplies, and equipment. The Contractor will hold the Government and its agents harmless for any action, errors, or omission on his part, his employees, or his subcontractors that result in illness, injury or death.

2.4.3 The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and device necessary for protection.

2.4.4 The Contractor is responsible for all injuries to his workers.

Replacement of water-cooled McQuay Aircon at Essensa Towers

LIQUIDATION DAMAGES

1 INSPECTOR	x	P320.89 /hour	x	4 hours = 1,283.56
1 ELECTROMECH TECHNICIAN	x	P205.37 /hour	x	8 hours = 1,642.96
1 DUCTMAN	x	P205.37 /hour	x	8 hours = 1,642.96

TOTAL LIQUIDATION DAMAGES = Php 4,569.48

CLAUSES FOR BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

DOSAR clauses may be accessed at:

<http://www.statebuy.state.gov/dosar/dosartoc.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	FEB 2012
52.222-50	Combating trafficking in persons	FEB 2009
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-36	Payment by Third Party (if payment will be made through the Government-wide purchase card)	MAY 1999
52.233-1	Disputes Alternate I	JUL 2002 DEC 1991

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—
Commercial Items (May 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of 52.222-50 ([22 U.S.C. 7104\(g\)](#)).

(2) 52.233-3, Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

- __ (11) [Reserved]
- __ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- __ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Jul 2010) of 52.219-9.
- __ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- __ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of 52.219-23.
- __ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ✓ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- __ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- __ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

✓ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

__ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$150,000)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Paragraphs b, c, d, e and f are RESERVED.	JUNE 2006
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

THE FOLLOWING CLAUSES ARE PROVIDED IN FULL TEXT, AND ARE APPLICABLE FOR ORDERS FOR SERVICES:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever

contractor personnel are included in those listings; and

- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)